

NEW

State of Maine

Master Agreement

Effective Date: 07/01/11

Expiration Date: 09/30/12

Master Agreement Description: Burke Heating Fuel Diesel Contract

Buyer Information

Terry Demerchant

207-624-7334 ext.

TERRY.L.DEMERCHANT@MAINE.GOV

Issuer Information

Terry Demerchant

207-624-7334 ext.

TERRY.L.DEMERCHANT@MAINE.GOV

Requestor Information

Alan Henry

207-624-7352 ext.

ALAN.HENRY@MAINE.GOV

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000001709

Vendor Name

DENNIS K BURKE INC.

Alias/DBA

Vendor Address Information

284 Eastern Avenue

Chelsea, MA 02150

US

Vendor Contact Information

joseph cote

617-884-7800 ext. 124

j.cote@burkeoil.com

Payment Discount Terms

Discount 1:	%	0 Days
Discount 2:	%	0 Days
Discount 3:	%	0 Days
Discount 4:	%	0 Days

Commodity Information

Vendor Line #: 1

Vendor Name: DENNIS K BURKE INC.

Commodity Line #: 1

Commodity Code: 40512

Commodity Description: Diesel Heating Fuel Oil for Riverview Psychiatric Center

Commodity Specifications: Diesel Heating Fuel Low Sulfur 0.35%

Commodity Extended Description: Prices are to be market cost until the time is favorable to lock in which can happen at any time during the contract period.

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

Free on Board

Contract Amount

\$0.00

Service Start Date

07/01/11

Service End Date

09/30/12

Catalog Name

Discount

0.0000 %

Discount Start Date

Discount End Date

Commodity Terms and Conditions

Vendor Line #: 1

Commodity Line #: 1

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

Award Reference Number
MA 18P 1107270000000000020

State of Maine
Bureau of General Services
Division of Purchases
Contract for Fuel Oil Southern Region

Contract Issued by:

State of Maine
Department of Administrative and Financial Services
Bureau of General Services
Division of Purchases
9 State House Station
Augusta, ME 04333-0077
Tel: (207) 624-7352
Fax: (207) 287-4039
Contact Person: Alan Henry
E-mail: alan.henry@maine.gov

Accepting for the State of Maine



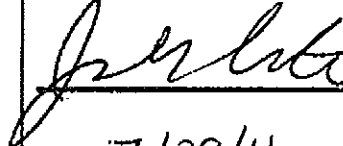
Betty M. Lamoreau, Acting Director, BGS

Date: 7/27/11

Contractor Information:

Joseph Cote, JR.
Dennis K. Burke Inc
284 Eastern Avenue
Chelsea MA 02150
617-884-7800
Joe.cote@burkeoil.com
VS0000001709

Accepting for Contractor



Date: 7/29/11

Award Term:

Start Date: July 1, 2011. End Date: September 30, 2012

NOTE: This Award may be extended for up to an additional three years with the mutual agreement of the parties as per the terms and conditions set forth per RFQ 18P 10102600000000000439. The State may contract to purchase next years (2012-2013) fuel at any time during the contract period, if pricing is advantageous to the State of Maine. The extended time period will be used to expend all purchased gallons within this contract. If the gallons are expended before June 30, 2012, then the renewal contract pricing will take effect.

Description of Commodity and/or Service

Product to be Delivered	Specified in Fuel Oil Region List, Attachment A
Futures price of Diesel heating fuel at time of purchase	\$ <u>TBD</u> per gallon
Fixed Adder price as quoted in RFQ	\$ <u>0.1850</u> per gallon
Total delivered cost per gallon as shown on invoice upon delivery	\$ <u>TBD</u> per gallon

Total Amount of gallons purchased for this region and contract period 110,000

This agreement is for a Fixed Adder price contract. The Fixed Adder will be added to the New York market price and adjusted by the yearly weighted average for the heating season curve for future market pricing.

Fixed adder pricing is net F.O.B destination including all customs duties and charges, and delivery of fuel oil into Agency's storage tanks. The Contractor has included all applicable fees and taxes associated with the supply of the actual Fossil Fuel requirements in the Fixed Adder. This is the quoted figure provided by the vendor in their response to RFQ 18P 10102600000000000439. Any variation to this quote will result in termination of the award.

The vendor will extend same terms to other governmental units where available. Local government units will approach vendor separately to finalize terms by calling the vendor directly.

Any gallons above those used in the contract will revert to daily spot price.

The vendor will deliver to all known locations as contracted as the attached list indicates. These locations will be serviced on a "keep-filled" basis unless and until otherwise instructed at a later date. Confirmation of a change in the delivery schedule will be sent by Alan Henry.

The vendor will provide a contact person, phone number and email address to coordinate delivery requests and handle routine matters.

Award Reference Number
MA 18P 11072700000000000020

Invoicing

Agency Account numbers must be included on all invoices. Contractor shall provide the original invoice to the individual State of Maine department or locations as indicated on Attachment A to the billing address provided.

Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

Reporting

The Contractor must provide the Division of Purchases and the Energy Manager at the Bureau of General Services with a summary report of the total amount of gallons actually delivered made to all accounts within this region during the indicated time period. The report schedule is as follows:

Time Period Covered	Report Due
7/1/11 to 10/31/11	November 15, 2011
11/1/11 to 12/31/11	January 15, 2012
1/1/12 to 3/31/12	April 15, 2012
4/1/12 to 6/10/12	June 20, 2012

Failure to supply reports may result in termination of the contract. Please send the report to:

Division of Purchases	Energy Manager
Terry Demerchant	Alan Henry
111 Sewall Street	111 Sewall Street
9 State House Station	77 State House Station
Augusta, ME 04333	Augusta, ME 04333
TERRY.L.DEMERCHANT@MAINE.GOV	Alan.Henry@maine.gov

General Terms and Conditions

All terms and conditions set forth per Attachment B are applicable.

The Contractor and State of Maine agree to Net: 30 days. Prices are F.O.B. Destination.

Payment may be made by check or electronic funds transfer.

The Contractor stipulates that no collusion or other restraint of free competitive bidding, either directly or indirectly has occurred in connection with the award of this.

Attachments:

Attachment A: Fuel Oil Region List to this contract provides a list of the locations, address, city, tank size, anticipated need, fuel type, delivery restrictions, billing address and contact person for each location. (to be provided later)

Attachment B: Terms and conditions

